



Signed and Filed: November 19, 2020

DENNIS MONTALI  
U.S. Bankruptcy Judge

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UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF CALIFORNIA  
SAN FRANCISCO DIVISION

In re:

**PG&E CORPORATION,**

**- and -**

**PACIFIC GAS AND ELECTRIC COMPANY,**

**Debtors.**

- ☐ Affects PG&E Corporation  
☐ Affects Pacific Gas and Electric Company  
☒ Affects both Debtors

*\* All papers shall be filed in the Lead Case,  
No. 19-30088 (DM).*

Case No. 19-30088 (DM)  
Chapter 11  
(Lead Case)  
(Jointly Administered)

**ORDER APPROVING  
STIPULATION BY AND  
BETWEEN REORGANIZED  
DEBTORS AND ISMAEL  
ARREAZOLA**

1 The Court having considered the *Stipulation By and Between the Reorganized Debtors and*  
2 *Ismael Arreazola*, dated November 19, 2020 [Dkt. No. 9576] (the “**Stipulation**”),<sup>1</sup> entered into by  
3 PG&E Corporation (“**PG&E Corp.**”) and Pacific Gas and Electric Company (the “**Utility**”), as  
4 reorganized debtors (collectively, the “**Debtors**” and as reorganized pursuant to the Plan, the  
5 “**Reorganized Debtors**”) in the above-captioned cases (the “**Chapter 11 Cases**”), on the one  
6 hand, and Ismael Arreazola (“**Arreazola**,” and, together with the Debtors and Reorganized  
7 Debtors, the “**Parties**”), on the other hand; and pursuant to such Stipulation and agreement of the  
8 Parties, and good cause appearing,

9 IT IS HEREBY ORDERED THAT:

- 10 1. The Stipulation is approved.
- 11 2. The Parties shall attempt to settle and resolve the claims set forth in the Complaint  
12 and the Amended Proof of Claim pursuant to the General Claims ADR Procedures. The Amended  
13 Proof of Claim and the claims set forth therein shall enter, and be subject to, the General Claims  
14 ADR Procedures as approved by the General Claims ADR Procedures Order.
- 15 3. In the event the Parties are unable to settle and resolve the claims set forth in the  
16 Complaint and the Amended Proof of Claim pursuant to the General Claims ADR Procedures as  
17 set forth in Paragraph 1 above, effective as of the date of the expiration of the WCAB Stay, the  
18 Plan Injunction shall be modified solely to permit Arreazola to liquidate the Amended Proof of  
19 Claim by prosecuting the Complaint in the State Court Action through final judgment and any  
20 appeals thereof, but not to permit enforcement of any such judgment, which judgment, if any,  
21 shall be recoverable solely as a General Unsecured Claim in accordance with the Plan and through  
22 the claims reconciliation process in these Chapter 11 Cases.

- 23 4. Nothing herein shall be construed to be:
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27 <sup>1</sup> Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to  
28 them in the Stipulation.

- a. a waiver by the Debtors or the Reorganized Debtors, as applicable, or any other party in interest, of any right to object to the Amended Proof of Claim on any grounds, or
- b. a waiver by Arreazola of his rights to assert any right in opposition of any asserted challenge to the Amended Proof of Claim, or
- c. a waiver by any Party of any claim or defense in the State Court Action.

5. The Original Proof of Claim is deemed expunged, and Prime Clerk LLC, the claims agent appointed in the Chapter 11 Cases, is authorized to update the official claims register to reflect the terms set forth herein.

6. The Stipulation is binding on the Parties and each of their successors in interest.

7. The Stipulation constitutes the entire agreement and understanding of the Parties relating to the subject matter thereof and supersede all prior agreements and understandings relating to the subject matter thereof.

8. This Court shall retain jurisdiction to resolve any disputes or controversies arising from the Stipulation or this Order.

\*\*\* END OF ORDER \*\*\*

Dated: November 19, 2020

COREY, LUZAICH, DE GHETALDI &  
RIDDLE LLP

/s/ Dario de Ghetaldi  
Dario de Ghetaldi, Esq.

*Attorneys for Ismael Arreazola*